

**Agenda  
For  
Joint City/County Commission Meeting  
Monday, March 31, 2014  
Rose Room  
Ford County Government Center  
6:00 PM**

**Welcome:** Chairman Boys and Mayor Smoll

**County Commission Roll Call**-Chairman Boys

**City Commission Roll Call**-Mayor Smoll

1. Year ending December 31, 2013 “Why Not Dodge” Financial Report- Report by City Director of Finance Nannette Pogue
2. “Why Not Dodge” Sales Tax Audit-Report by John Hendrickson, Kennedy Mckee & Company
3. “Why Not Dodge” Sales Tax Budget- Report by Director of Finance Nannette Pogue
4. “Why Not Dodge” Project Process Flow Chart- Report by City Manager Cherise Tieben
5. Recommendation from CFAB and Consideration of Joint Resolution for Aquatic Park-Report by Director of Parks and Recreation Paul Lewis
6. Water’s Edge Contract Agreement-Report by Director of Parks and Recreation Paul Lewis
7. CFAB Organizational Funding Recommendations-Report by Project Development Coordinator-Melissa McCoy
8. Waiver Letter for Kansas Racing and Gaming-Report by City Manager Cherise Tieben
9. Re-appointment of CFAB Board Member Tom Stanley-Report by Project Development Coordinator-Melissa McCoy
10. Discussion of Inter-Local Agreement- Report by City Manager Cherise Tieben

**Adjournment**

**SALES TAX PROJECT FUND  
STATEMENT OF REVENUE AND EXPENDITURES  
BUDGET PERFORMANCE  
Year Ending 12/31/2013**

Current YTD (Jan - Dec 2013) Actual	Current YTD (Jan - Dec 2013) Budget
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% of Budget

**OPERATING FUND-SALES TAX PROJECTS**

<b>Revenues</b>			
Sales Tax-City of Dodge City	4,727,405.93	4,500,000.00	105.05%
Sales Tax-County of Ford County	1,174,914.41	1,100,000.00	106.81%
Transfer from general Fund	0.00	50,000.00	0.00%
Investment Earnings	1,646.44	20,000.00	8.23%
Field Sports Revenues	7,775.00	21,000.00	37.02%
Racetrack Revenues	0.00	0.00	0.00%
Sale of Advertising	3,200.00	7,000.00	45.71%
Miscellaneous	<u>375.00</u>	<u>0.00</u>	0.00%
	5,915,316.78	5,698,000.00	103.81%
<b>Expenditures</b>			
<b>Field Sports</b>			
Personnel Services	215,077.80	242,305.00	88.76%
Contractual Services	110,792.86	108,950.00	101.69%
Commodities	99,147.94	84,850.00	116.85%
Capital	26,917.85	85,000.00	31.67%
Field Sports-Concessions	5,174.56	0.00	
Field Sports-Tournaments	<u>100,000.00</u>	<u>100,000.00</u>	100.00%
Total-Field Sports	557,111.01	621,105.00	89.70%
<b>Administration</b>			
Contractual Services	1,189,561.34	1,428,900.00	83.25%
Commodities	142.15	300.00	47.38%
Bond Payment Transfers	2,528,881.04	2,493,000.00	101.44%
Transfer to Depr & Repl	750,000.00	750,000.00	100.00%
Other	<u>300.00</u>	<u>2,000.00</u>	15.00%
Total-Administration	4,468,884.53	4,674,200.00	95.61%
<b>Special Events Centers</b>			

Contractual	1,126,409.33	840,600.00	840,600.00	134.00%
Commodities	<u>2,060.00</u>	0.00	0.00	#DIV/0!
Total-Special Events Centers	1,128,469.33	840,600.00	840,600.00	134.25%
<b>Facilities Maintenance</b>				
Personnel Services	10,210.60	30,780.00	30,780.00	33.17%
Contractual Services	0.00	1,000.00	1,000.00	0.00%
Commodities	<u>5,407.04</u>	<u>26,750.00</u>	<u>26,750.00</u>	20.21%
Total-Facilities Maintenance	15,617.64	58,530.00	58,530.00	26.68%
<b>Raceway Park</b>				
Personnel Services	11,206.43	6,480.00	6,480.00	172.94%
Contractual Services	256,038.09	301,700.00	301,700.00	84.87%
Commodities	6,223.12	19,500.00	19,500.00	31.91%
Capital Outlay	<u>4,599.95</u>	<u>31,000.00</u>	<u>31,000.00</u>	14.84%
Total-Raceway Park	278,067.59	358,680.00	358,680.00	77.53%
<b>TOTAL EXPENDITURES-OPERATING FUNDS</b>	6,448,150.10	6,553,115.00	6,553,115.00	98.40%
Revenue Over/Under Expenditures	-532,833.32	-855,115.00	-855,115.00	
<b>ST Organizational Funding Fund</b>				
Revenues				
Grants	15,000.00	0.00	0.00	
Charges for Services	1,014.53	0.00	0.00	
Transfer From Sales Tax Fund	631,862.00	821,600.00	821,600.00	76.91%
Total Revenue-ST Organizational Funding	647,876.53	821,600.00	821,600.00	
Expenditures				
Personnel Services	61,968.67	62,030.00	62,030.00	99.90%
Contractual Services	452,693.16	845,600.00	845,600.00	53.54%
Commodities	69,893.68	7,500.00	7,500.00	931.92%
Capital Outlay	0.00	0.00	0.00	
Total Expenditures-ST Organizational Funding	584,555.51	915,130.00	915,130.00	63.88%
Revenue Over/Under Expenditures	63,321.02	-93,530.00	-93,530.00	
<b>Debt Service Account</b>				
Revenues				
Investment Income	8,161.30			
Transfer from Operating Funds	<u>2,528,881.04</u>			
Total Revenues	2,537,042.34			

Expenditures

Principal Payments  
Interest Payments  
Total Expenditures

765,000.00  
1,727,690.00  
2,492,690.00

Revenue Over/Under Expenditures

44,352.34

BALANCE SHEET  
SALES TAX PROJECT FUNDS  
ENDING DECEMBER 31, 2013

	Operating Fund	Organizational Funding Fund	ST-Depr. & Replacement Fund	Event Fund	SEC Project Fund	Debt Service Account	TOTAL SALES TAX PROJECTS FUNDS
<b>ASSETS</b>							
Assets							
Cash	3,123,951.63	261,934.67	4,648,773.57	139,381.00	204,405.94	836,084.54	9,214,531.35
Cash - Reserve						3,420,361.30	3,420,361.30
Sales Tax Receivable	418,551.98	0.00	0.00	0.00	0.00	0.00	418,551.98
Deferred Bond Issuance Costs	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>872,120.81</u>	<u>872,120.81</u>
<b>TOTAL ASSETS</b>	3,542,503.61	261,934.67	4,648,773.57	139,381.00	204,405.94	5,128,566.65	13,925,565.44
<b>LIABILITIES &amp; FUND BALANCE</b>							
Liabilities							
Accounts Payable	7,865.59	89.48	0.00	0.00	0.00	0.00	7,955.07
Salaries Payable	3,531.96	1,429.25	0.00	0.00	0.00	0.00	4,961.21
Compensated Absences Payable	10,286.17	1,187.46	0.00	0.00	0.00	0.00	11,473.63
Accrued Interest Payable	0.00	0.00	0.00	0.00	0.00	143,974.17	143,974.17
Bond Premium	0.00	0.00	0.00	0.00	0.00	63,113.84	63,113.84
Bonds Payable-Current	0.00	0.00	0.00	0.00	0.00	825,000.00	825,000.00
Bonds Payable-Non-Current	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>37,070,000.00</u>	<u>37,070,000.00</u>
<b>TOTAL LIABILITIES</b>	21,683.72	2,706.19	0.00	0.00	0.00	38,102,088.01	38,126,477.92
Total Current Current Liabilities							
<b>FUND BALAN</b>	3,520,819.89	259,228.48	4,648,773.57	139,381.00	204,405.94	4,717,109.64	13,489,718.52
Net Capital Assets-Related Debt						-37,895,000.00	-37,895,000.00
Unused debt proceeds						204,369.00	204,369.00
Total Fund Equity						<u>-32,973,521.36</u>	<u>-24,200,912.48</u>
<b>TOTAL LIABILITIES AND FUND EQUITY</b>	<u>3,542,503.61</u>	<u>261,934.67</u>	<u>4,648,773.57</u>	<u>139,381.00</u>	<u>204,405.94</u>	<u>5,128,566.65</u>	<u>13,925,565.44</u>

**Pages from the 2012 Audited  
Financial Statements that  
Include the Sales Tax Projects Fund**

**CITY OF DODGE CITY, KANSAS**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**

December 31, 2012

	General	Sales tax
<u>ASSETS</u>		
Cash and investments	\$ 1,152,518	\$ -
Property taxes receivable	4,121,437	-
Sales taxes receivable	418,552	418,552
Due from other governments	-	-
Other receivables	385,276	624
Due from other funds	69,741	-
Inventories	39,422	-
Restricted cash and investments	-	-
	-	3,652,007
Total assets	\$ 6,186,946	\$ 4,071,183
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>		
Liabilities:		
Accounts payable	\$ 439,433	\$ 5,122
Payroll liabilities	136,100	2,122
Due to other funds	-	-
	-	-
Total liabilities	575,533	7,244
Deferred inflows of resources:		
Property tax	4,121,437	-
Contractual obligations	-	-
Revolving loans	-	-
	-	-
Total deferred inflows of resources:	4,121,437	-
Fund balances:		
Nonspendable:		
Endowment	-	-
Inventory	39,422	-
Long-term receivables	-	-
Restricted:		
Debt service	-	-
Capital projects	-	-
Grants	-	-
Committed:		
Projects	-	4,063,939
Assigned:		
Encumbrances	-	-
Other capital expenditures	-	-
Community service and promotion	-	-
Other purposes	-	-
Designated for subsequent year's expenditures	704,975	-
Unassigned	745,579	-
	-	-
Total fund balances	1,489,976	4,063,939
Total liabilities, deferred inflows of resources and fund balances	\$ 6,186,946	\$ 4,071,183

The accompanying notes are an integral part of the basic financial statements.

<u>GO bond and interest</u>	<u>Special events center revenue bonds</u>	<u>Other governmental funds</u>	<u>Total governmental funds</u>
\$ -	\$ -	\$ 9,582,316	\$ 10,734,834
1,112,859	-	1,771,980	7,006,276
-	-	-	837,104
-	-	372,238	372,238
-	-	363,741	749,641
-	-	-	69,741
-	-	22,673	62,095
<u>1,061,874</u>	<u>4,212,393</u>	<u>601,024</u>	<u>9,527,298</u>
<u>\$ 2,174,733</u>	<u>\$ 4,212,393</u>	<u>\$ 12,713,972</u>	<u>\$ 29,359,227</u>
\$ -	\$ -	\$ 678,481	\$ 1,123,036
-	-	12,724	150,946
-	-	69,741	69,741
-	-	760,946	1,343,723
1,112,859	-	1,771,982	7,006,278
-	-	385,157	385,157
-	-	287,461	287,461
<u>1,112,859</u>	<u>-</u>	<u>2,444,600</u>	<u>7,678,896</u>
-	-	100,000	100,000
-	-	-	39,422
-	-	221,416	221,416
1,061,874	4,212,393	-	5,274,267
-	-	542,911	542,911
-	-	2,005	2,005
-	-	-	4,063,939
-	-	28,323	28,323
-	-	5,176,749	5,176,749
-	-	312,072	312,072
-	-	1,366,156	1,366,156
-	-	2,040,377	2,745,352
-	-	(281,583)	463,996
<u>1,061,874</u>	<u>4,212,393</u>	<u>9,508,426</u>	<u>20,336,608</u>
<u>\$ 2,174,733</u>	<u>\$ 4,212,393</u>	<u>\$ 12,713,972</u>	<u>\$ 29,359,227</u>

**CITY OF DODGE CITY, KANSAS**

**STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS**

Year ended December 31, 2012

	<u>General</u>	<u>Sales tax</u>
<b>Revenue:</b>		
Taxes	9,443,914 \$ 9,998,142	5,825,024 \$ 5,827,170
Intergovernmental	185,098	-
Licenses, fees and permits	244,451	-
Charges for services	1,163,406	65,297
Rentals	185,790	5,149
Fines and forfeitures	1,055,582	-
Investment earnings	5,238	3,632
Miscellaneous	65,680	7,900
	<u>12,903,387</u>	<u>5,909,148</u>
<b>Total revenue</b>		
<b>Expenditures:</b>		
<b>Current:</b>		
General government	1,478,209	-
Public safety	7,627,305	-
Public works	1,406,990	-
Culture and recreation	2,624,559	1,325,192
Community services	426,355	-
Debt service:		
Principal	-	-
Interest and commissions	-	-
	<u>13,563,418</u>	<u>1,325,192</u>
<b>Total expenditures</b>		
<b>Excess (deficiency) of revenue over expenditures</b>	<u>(660,031)</u>	<u>4,583,956</u>
<b>Other financing sources (uses):</b>		
Bond issue proceeds	-	-
Payment to refund bond escrow	-	-
Transfers in	1,464,953	50,000
Transfers out	(221,362)	(4,705,529)
Transfers to component units	-	-
<b>Total other financing sources and uses</b>	<u>1,243,591</u>	<u>(4,655,529)</u>
<b>Net change in fund balances</b>	583,560	(71,573)
<b>Fund balances, beginning of year</b>	<u>906,416</u>	<u>4,135,512</u>
<b>Fund balances, end of year</b>	<u>\$ 1,489,976</u>	<u>\$ 4,063,939</u>

The accompanying notes are an integral part of the basic financial statements.

I. LONG-TERM LIABILITIES (CONTINUED)

Governmental activities (continued)

Capital leases: (continued)

For purposes of comparing actual expenditures to budget, only the amounts actually due in the current period are included in accordance with K.S.A. 10-1116b.

Note payable:

The City entered into an agreement during 2006 to purchase \$500,000 of property and equipment, at zero percent interest, with title deeded to the City upon execution of the agreement. The agreement contains a reconveyance option commencing January 1, 2007 and expiring December 31, 2013. The City has the absolute and unconditional right to reconvey the property and equipment back to the seller during the option period. If the City elects to exercise the reconveyance option, it will provide written notice to the seller within 30 days. The seller will retain all payments received prior to the reconveyance and all payments due at the time of such reconveyance.

The following is a schedule of future minimum payments as of December 31, 2012:

2013	\$ 30,000
2014	<u>277,500</u>
	<u>\$ 307,500</u>

Revenue bonds:

Revenue bonds to be paid from sales tax revenue consist of the following:

	<u>Interest rates</u>	<u>Maturity dates</u>	<u>Bonds outstanding</u>
Series 2009 sales tax projects	4.10% to 5.0%	06-01-34	<u>\$ 38,660,000</u>

The aggregate annual principal and interest payments of revenue bonds required to be made in the following years are:

	<u>Principal due</u>	<u>Interest due</u>	<u>Total due</u>
2013	\$ 765,000	\$ 1,727,690	\$ 2,492,690
2014	825,000	1,703,840	2,528,840
2015	890,000	1,678,115	2,568,115
2016	955,000	1,650,440	2,605,440
2017	1,020,000	1,620,815	2,640,815
2018-2022	6,365,000	7,412,220	13,777,220
2023-2027	8,980,000	5,796,740	14,776,740
2028-2032	12,560,000	3,272,457	15,832,457
2033-2034	<u>6,300,000</u>	<u>320,000</u>	<u>6,620,000</u>
	<u>\$ 38,660,000</u>	<u>\$ 25,182,317</u>	<u>\$ 63,842,317</u>

The revenue bond ordinance for the above bonds provides for deposits to the principal and interest account each year to provide for the payment of principal and interest on the bonds as they become due and payable.

December 9, 2013

MEMO

TO: Cherise Tieben, City Manager

FROM: Nannette Pogue, Finance Director/City Clerk

SUBJECT: 2014 Special Sales Tax Project Budget

In your packet of information is the Sales Tax Projects budget by summary. I will have the detailed budget available if any of the board members want to review it.

The Sales Tax Project Budget consists of 5 Funds:

1. Operating Fund – Which is the main fund that is broken down into five departments:
  - a. Field Sports
    1. Field Maintenance
    2. Concessions
    3. Administration (Tournament Contract)
  - b. Administration
  - c. Motor Sports
  - d. Special Events Centers
  - e. Facilities Maintenance
2. Sales Tax Fund-Depreciation and Replacement
3. Sales Tax Fund-Organizational Funding
4. Special Events Center Construction (Project Fund)
5. Debt Service Fund

#### **SALES TAX PROJECT – OPERATING FUND**

The revenue that funds the Sales Tax Fund is a ½ cent City Sales Tax and a ½ County Sales Tax in which projected for 2014 the City's ½ cent City Sales Tax and their portion of the ½ cent County Sales is at \$4,500,000 and the County's portion of the ½ County sales tax is at \$1,100,000. Since the sales tax has remained relatively flat for the 2013 year/2012 year, I have budgeted the same amount for 2014 as was budgeted for 2013. The other revenues that fund this budget are interest on idle funds, sign sponsorships, and athletic field sports revenue.

The total Field Sports Operations budget for 2014 is \$561,785. The Field Sports Operations budget includes the Field Maintenance, Concessions, and Administration (which is the contract with Southwest Sports).

### **Field Maintenance**

The field sports budget includes:

Personal Services	227,185
Contractual	98,250
Commodities	85,350
Capital Outlay	15,000

The Personal Services, Contractual and Commodities line items reflect normal operating costs and reflect no major changes or increases from the 2013 budget. The Capital Outlay are proposed requests by the department. The following items are included in the proposed capital outlay:

\$15,000 – Line Painter

\$350,000 was requested by the department to turf the infield of Cavalier Field. This amount was moved to the Depreciation and Replacement Fund for further consideration by the CFAB.

### **Athletic Field Concessions**

There is no budgeted expenditure in 2014 for concessions. Proposals were solicited in 2012 and the contract for concessions at the baseball, softball and soccer fields was given to Southwest Sports. The contract arrangement is that they pay all expenses and retain all revenues, with an amount of \$6,000 remitted by them for the contract year.

### **Athletic Fields Administration**

There is budgeted \$136,000 for Athletic Fields Administration. This amount reflects the current contract with Southwest Sports Association which includes \$50,000 for the contract of promoting and holding tournaments at Legends Field, \$25,000 for a Super C Tournament and \$25,000 for the A's mini camps. An additional \$36,000 is being requested to have a similar contract for Soccer Tournaments. The soccer fields are being used constantly during the soccer season. We have the opportunity to host several soccer tournaments during the season.

### **Sales Tax Project Administration**

The Administration Division includes Administrative costs, legal fees and other, organizational funding, and debt service.

Included in the Administration budget is \$150,000 for City Administration costs. The budget for legal fees and other contractual costs is \$25,300. The organizational funding account is budgeted at \$710,000. The actual amount will need to be formally approved by the CFAB and City/County Commissions at a later date. \$2,532,000 is budgeted for debt. This reflects the amount of payments for the bonds issued to fund the Special Events Center. \$345,000 is budgeted to transfer into the Depreciation and Replacement Fund.

### **Special Events Center**

\$565,000 is budgeted for the operating costs of the Special Events Center. The United Wireless Arena and Magouirk Conference Center budget is attached. In addition to the operations of the Special Events Center \$40,000 is proposed for insurance for the United Wireless Arena and Conference Center and \$5,600 is budgeted for electricity for an LED sign.

### **Racetrack**

The Dodge City Raceway Park budget is at \$300,820. This includes a contract with USAC to conduct major events and local shows (approximately 16) in the amount of \$200,000. It also includes: temporary position during the racing season to take care of buildings and grounds; insurance; utilities; maintenance contract on the elevator; lawn care; building maintenance; event clean up; and capital projects. Capital outlay is budgeted at \$6,000 to purchase either a gator or mower, if needed for grounds maintenance

### **Facilities Maintenance**

This was a new department that was added in 2011. It was found that the contracts with the operators of the facilities focused on the operation and maintenance of the facilities. The maintenance of the grounds is outside of those contracts, so we felt it was necessary to put resources into maintaining the landscaping and parking lots. This budget includes labor and materials necessary to maintain the grounds at the Special Events Center and is in the amount of \$27,040.

### **SALES TAX FUND-DEPRECIATION AND REPLACEMENT**

In early 2010, the CFAB and City and County Commissions approved the establishment of a Depreciation and Replacement Fund for the Sales Tax Projects. The initial transfer into this fund was \$2,500,000, with an annual transfer of \$750,000. This Depreciation and Replacement Fund was set up to replace and/or improve all of the assets that were funded by the sales tax. As the discussion progressed regarding additional projects, several questions were asked as to whether or not the amount being transferred into this account was too much. We then reviewed the list of assets that were being depreciated and determined whether or not they would be replaced or if insurance would take care of the costs, or if they were completed wiped out, would they even be rebuilt or replaced.

Toward that end, we took out all of the equipment, deciding when they needed replaced they would be paid for from the operating funds. We determined which parts of the buildings or complexes would actually need to be replaced or upgraded once they were worn out. After all of the items were reviewed, it was determined by staff that a more comfortable level would be at \$345,000 annually, so that is the amount being proposed to be transferred in 2014 from the Special Sales Tax Projects Fund to the Depreciation and Replacement Fund. The depreciation includes only the projects that were previously funded by the Special Sales Tax. Any additional projects that are added would result in an increase to this fund.

The one project that is being proposed to be paid from this fund in 2014 is the installation of turf in the infield of Cavalier Field. The proposed amount of this project is \$350,000.

### **SALES TAX FUND-ORGANIZATIONAL FUNDING**

The Interlocal Agreement has a provision that up to 15% of the sales tax collected can be transferred into a special fund. The receipt and expenditure of these funds are a separate process which action by CFAB and the City and County Commissions approves the amount of money transferred into this fund. Applications are accepted and approved as to the amount of money spent on individual projects. The amount proposed to be transferred in 2014 is 710,000.

### **SPECIAL EVENTS CENTER CONSTRUCTION**

This is an unbudgeted fund that is used to fund the construction of the special events center. The revenues from the bonds sold were deposited into this fund and the expenditures are accounted for in this fund. This project is complete, but a small amount of funds were unspent for the construction. If these funds are not used for items at the Events Center, then it will be used to pay off the debt.

### **SEC REVENUE BOND FUND**

This is a non budgeted fund and it accounts for the bond reserve that is required as the result of issuing 40,300,000 of revenue bonds. It also accounts for a monthly transfer from the operating fund and funds the interest and principal payments on the bonds when they are due.

I have included a graph which shows the outstanding amount of revenue bonds each year through 2033 as well as a graph that shows the payments due each year.

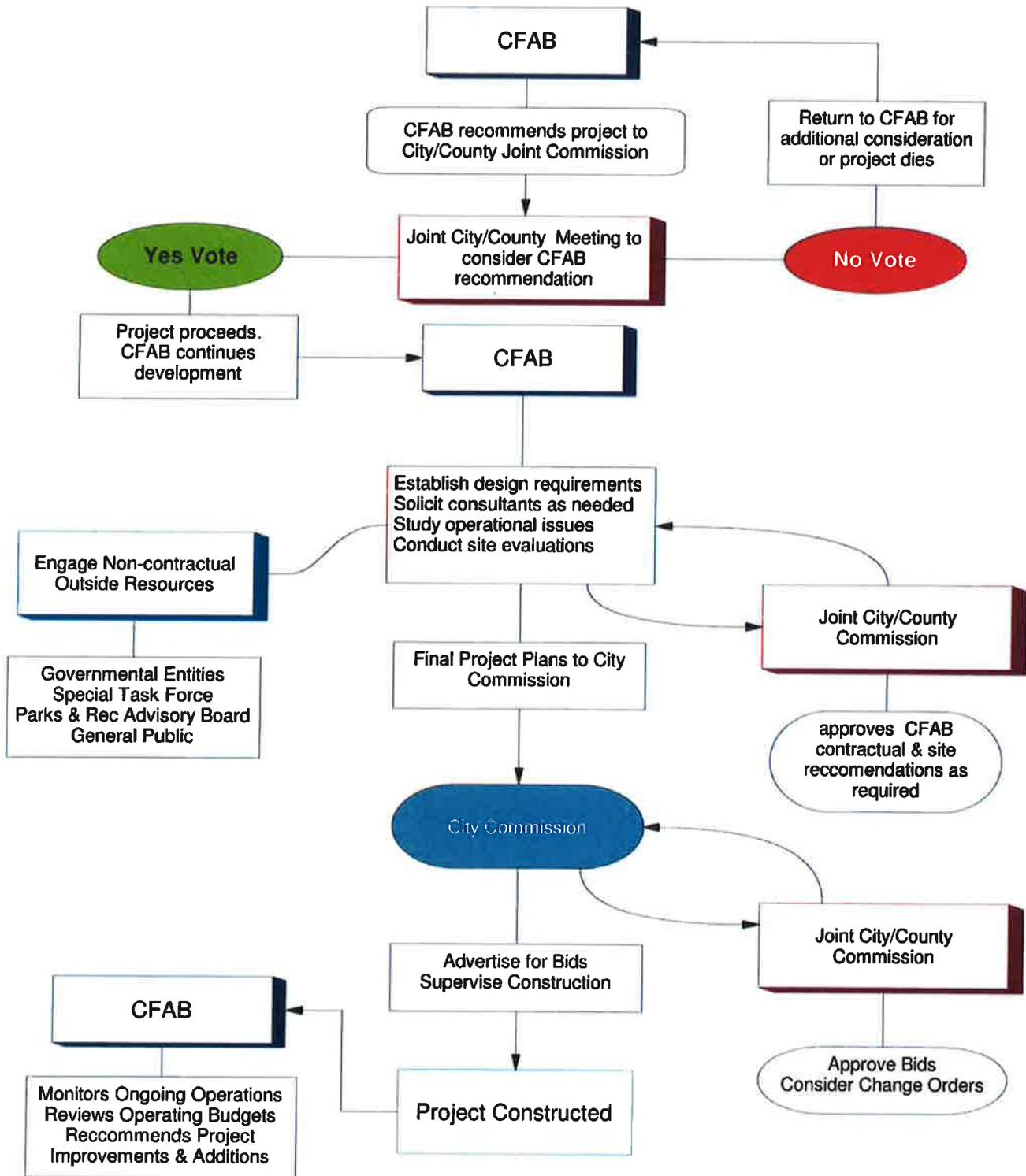
### **GENERAL INFORMATION**

The 2014 budget was built matching some of the discussions and spreadsheets that have been worked on to be able to include additional projects into this fund, specifically the water park. In order to accomplish this and have room for additional funding, we had to

**limit the operational funding, decrease capital funding items and review and decrease the amount transferred to the Depreciation and Replacement Fund.**

**If you have questions or wish additional information, please let me know.**

# Community Facility Advisory Board Proposed Water Park Process





# Parks and Recreation

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

## Memorandum

To: Joint City/County Commissioners  
From: Paul Lewis, Parks & Recreation Director   
Date: February 27, 2014  
Cc: Cherise Tieben, City Manager  
CFAB Members  
Subject: Regional Water Park Recommendation

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**RECOMMENDATION:** City Staff recommends the Joint City and County Commissions approve a regional water park development as a Why Not Dodge related project as recommended by the Community Facilities Advisory Board and authorize CFAB to complete all planning and design necessary for the development of construction documents. Attached with this memo is a resolution adopted by CFAB recommending this project to the Joint City/County Commissions.

**BACKGROUND:** Over the last 14 years, City staff working with the Dodge City Parks and Recreation Advisory Board and various public committees has considered concepts and options for enhancement to aquatic facilities. Beginning last January, an Aquatic Task Force was revived to update concepts and determine community support for a water park project.

Those efforts were productive and resulted in action by the City Commission adopting a resolution referring the project to CFAB for their consideration. After consideration by CFAB, the attached Resolution was adopted providing a formal recommendation to the Joint City and County Commissions to approve a water park as a related project for the "Why Not Dodge" program as provided in the Dodge City Ford County Interlocal Cooperation Agreement (Interlocal Agreement).

**PROJECT SPECIFICS:** Incorporating multiple means of public input, the help of professional consultants, facility tours, and ongoing research, a conceptual design has evolved. This regional water park concept includes the following amenities:

- Lazy River w/ dual channels
- Adventure Channel (Lazy River)
- Signature slide attractions featuring Boomerango and Swirl Bowl slide
- Children's Play Area w/ Zero-Depth entry and interactive play structure
- Shallow water features including water bench, fountains and sprays
- Rockscape w/ diving & waterfalls

- 8 lane 25 meter lap pool with play amenities including basketball goals and floatable toys
- Multiple slide options including raft slide, family slide, double drop slide

Estimated construction cost for this project is \$10,000,000 including design fees and parking but no other infrastructure improvements or land acquisition if required.

**JUSTIFICATION:** A full featured, modern water park as described in the concept does not exist in this region. The Dodge City pool is an undersized, outdated and decaying facility devoid of all modern features and amenities. Facilities in surrounding communities do not provide the collection of amenities found in up to date aquatic centers. This has led to an environment where local families are driving to other communities for an enjoyable aquatic experience.

Consistently other communities have demonstrated the ability to attract out of town visitors by providing a contemporary aquatic facility. An appropriate facility will keep local residents from leaving the area and supporting the economies of competitive communities; attract visitors from within a 100 mile radius to come to Dodge City; support and complement other attractions in Dodge City and Ford County and increase hotel stays and expand the tourism economy.

**FINANCIAL CONSIDERATIONS:** Financial considerations include Construction and Operational Expense.

The construction estimate for the presented concept is \$10,000,000. Based on anticipated interest rates, the Why Not Dodge sales tax can support debt service to fund a project of this size. This ability is possible because of a few critical adjustments incorporated in the fund budget:

- Transferring funding support for Boot Hill Museum to adopted 2% guest tax increase (\$155,000)
- Re-evaluated annual depreciation set aside (decreased from \$750,000 to \$345,000).
- Removing administrative costs from both the City (\$67,000) and the County (\$50,000).

Together, those adjustments are sufficient to accommodate the \$700,000 annual debt service necessary for construction funding.

On the Operations side, this project has been evaluated multiple times including most recently in a bench marking study conducted by Water's Edge which is attached to this report. Based on operations from similar communities, this facility can reasonably expect to need an annual subsidy of anywhere from \$28,000 to \$77,000. That level of subsidy is anticipated in future Why Not Dodge budgets.

**PURPOSE/MISSION:** A primary goal of the Why Not Dodge program is as follows:

*The construction, acquisition, and operation of additional public entertainment and recreation facilities, the primary purpose of which is to attract visitors, tourists and conventions and meetings to Dodge City and Ford County and which serve to broaden, improve and diversify the economic base of Ford County. (Adapted from the Why Not Dodge Interlocal Agreement)*

This project achieves that goal through the following outcomes:

- Full featured aquatic facility to meet public expectations for contemporary aquatic facilities.
-

- Affordable daily fee operation available to local citizens.
- Provide signature features to attract daily users from SW Kansas, the Texas and Oklahoma panhandle region and within a 100 mile radius.
- Provide a facility featuring superior attractions and amenities when compared with offerings found in other communities in the region.
- Support and complement existing tourism efforts including Boot Hill Museum, Boot Hill Casino and Resort, Legends Park, etc. by providing a complementary entertainment option while visiting the area.
- Generate additional overnight stays by providing a water park amenity as an additional attraction.
- Incorporate themed environment based on Western heritage to complement western heritage.
- Provide facility that accommodates continued hosting of regional swim meets.
- Increase sales tax revenues by bringing and retaining tourists to community.
- Promote and support additional private development/redevelopment including dining, entertainment and shopping.
- Create a recreational opportunity attractive to new business development and individuals considering relocating to the area.

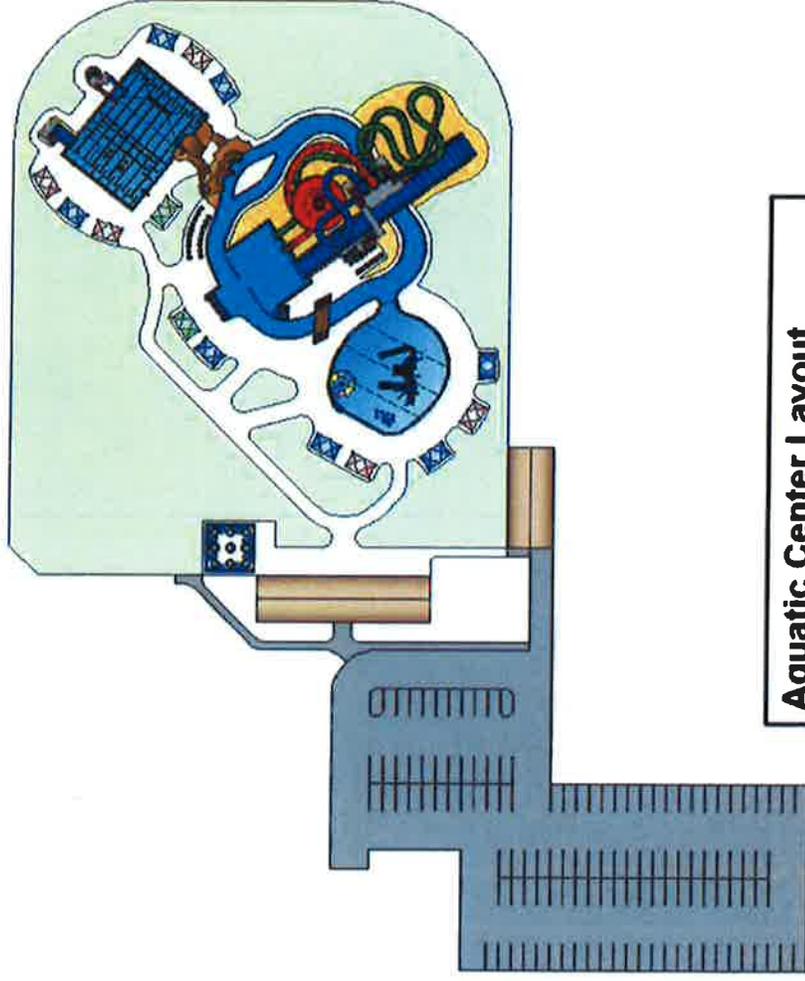
**LEGAL CONSIDERATIONS:** This recommendation is consistent with the criteria and the requirements of the Dodge City Ford County Interlocal Cooperation Agreement.

**ATTACHMENTS:** Park Conceptual Plan  
CFAB resolution  
Operations Evaluation  
City Commission Resolution

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REGIONAL WATER PARK CONCEPTUAL PLAN

Site Concept Plan



Aquatic Center Layout  
Dodge City, Kansas

**RESOLUTION SUPPORTING AN OUTDOOR AQUATIC FACILITY**

**A RESOLUTION OF THE COMMUNITY FACILITIES ADVISORY BOARD  
RECOMMENDING TO THE CITY OF DODGE CITY COMMISSION AND TO THE FORD  
COUNTY COMMISSION THE DESIGN, CONSTRUCTION AND OPERATION OF AN  
OUTDOOR AQUATIC FACILITY AND ADOPTING SAID FACILITY AS A "WHY NOT  
DODGE" PROJECT.**

**WHEREAS, in 1997 voters approved the "Why Not Dodge" Sales Tax with the intent of  
improving, renovating and expanding public recreation facilities which broaden, improve and  
diversify the economic base of Ford County; and**

**WHEREAS, the Dodge City Parks and Recreation Advisory Board and the Aquatic Task Force  
have identified existing aquatic facilities as inadequate and the construction of new facilities as a  
primary need; and**

**WHEREAS, a new aquatic facility with multi-use features and opportunities will attract people  
from surrounding communities and the region to Dodge City and Ford County and provide  
tourists with additional entertainment options; and**

**WHEREAS, quality aquatic facilities greatly enhance individual wellness, have a positive  
impacts on the public, reduces drowning, provide opportunity for social interaction and family  
play and is a source of community pride; and**

**WHEREAS, the Community Facility Advisory Board supports quality recreation opportunities  
and understands the role such facilities play in attracting guests and tourists to the community as  
well as the economic impact those facilities have on the local economy through sales tax  
generation and community development and growth.**

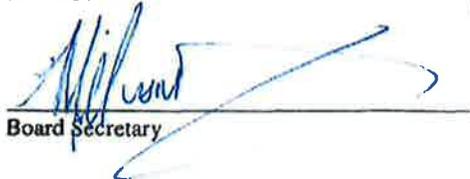
**NOW THEREFORE BE IT RESOLVED that the Community Facilities Advisory Board (CFAB)  
hereby recommends the City of Dodge City Commission and the Ford County Commission take  
action affirming a new state of the art outdoor aquatic facility as a designated project to be  
included in and fully or partially funded from the "Why Not Dodge" sales tax program and that  
CFAB be directed to undertake all necessary actions to consider construction alternatives, review  
potential sites and locations, develop cost estimates and to report such information back to the  
respective Commissions for final consideration and action.**

**PASSED AND ADOPTED this 21<sup>st</sup> day of November 2013.**

**APPROVED:**

  
Chair - Community Facilities Advisory

**ATTEST:**

  
Board Secretary

DODGE CITY KANSAS REPORT  
AUGUST 13, 2013



**OPERATIONS:**

In trying to project the operations for Dodge City's new outdoor aquatic park, we have pulled together some information from similar sized communities. The projections are based on comparing this new facility to larger community water parks with similar populations.

In comparing we considered the following communities.

<u>City</u>	<u>Population</u>
Liberal, Kansas-	21,000
Hay, Kansas-	21,000
Derby, Kansas-	23,000
Norfolk, Nebraska-	24,000
Garden City, Kansas-	27,000
Cedar Falls, Iowa-	35,000
Hutchinson, Kansas-	45,800
Salina, Kansas-	45,800

The population of these communities ranged from 21,000 to 46,000. Dodge City's population is approximately 32,500. We have also considered a population base that is outside the City's resident population. It is assumed that the planned facility will draw from locations from 15 up to 30 miles away, or farther. Below are the numbers for the population within 15 and 30 mile radiuses around Dodge City.

15 mile radius around Dodge City- 32,339  
30 mile radius around Dodge City - 42,642

The total expenses from the other communities for the 2012 season range from \$240,000 to \$600,000. The total revenue ranges from \$230,000 to \$715,000. We took the revenue generated from the facilities and divided that number by the expenses incurred to get the cost recovery for each facility listed above. The cost recovery for comparable outdoor facilities ranged from 64% to 126%.

The attendance for these facilities for the 2012 swim season ranged from 45,000 to 140,000 with the larger facilities. The median household income ranged from \$38,840 to \$48,900. Dodge City's median household income is \$47,588 which puts them in the same range. A detailed table of the listed communities' information is attached to this report.

**PROJECTIONS:**

As part of the planning process in 2010, we developed an option for the outdoor facility, which included a short-course lap pool. Since that time, interest has been expressed in building a 50 Meter Pool. Projections for expenses and revenue were developed based upon approximate ranges experienced by the benchmark facilities. Projections listed below are based upon average expense ratios, population-factored attendance, and revenue collected per attendee. The following information is an overview of our projections for each option based on comparisons with other similar communities. A more detailed break-down is included in a page following.

**PROJECTIONS- WITH SHORT-COURSE POOL:**

Seasonal Attendance	\$59,700
Expenses	\$338,000
Revenue	\$310,000
Cost Recovery	92%

**PROJECTIONS- WITH 50 METER POOL:**

Seasonal Attendance	61,800
Expenses	\$398,000
Revenue	\$322,000
Cost Recovery	81%

**STAFFING PROJECTIONS:**

With consideration to the proposed water park design, water surface area and included features, we have reviewed similar layouts and facilities and have estimated staffing needs for the proposed facility.

We anticipate a schedule with rotations, having at least 13 guards on duty at any time. There could be 10 - 15 rotations/lifeguard stations. We anticipate at least 3 guards on the lazy river, 1 to 2 guards in the shallow play area, and 3 to 4 for the lap lane pool and diving. We also anticipate at least 2 to 3 guards on rotation for the water slides. In addition to the guards on deck, there will be guards on break as part of the rotation.

We are also assuming an additional 3 to 5 staff members for the concession area and the front desk. There will also likely be an aquatics/facility manager at the pool during all open facility hours.

For the 50 meter option, there will be another 2 to 3 guards watching the additional lap pool area and another on break as part of the rotation. This would increase the total from a minimum of 13 guards and 4 staff members, to a minimum of 16 guards and 4 staff members.

## Cost Recovery Projections

### Dodge City, Kansas

8/2/2013

City Population 28,000  
Service Population 42,642 for 30 mile radius

#### **Projection with short-course pool- Option A**

Projected Water Surface	17,800		
	<u>Min.</u>	<u>Max.</u>	<u>Ave.</u>
Participation Rates	1.20	1.60	1.40
Attendance	51,170	68,227	59,699
<b><u>Revenue</u></b>			
Revenue Ratio	4.90	5.50	5.20
Total Revenue	250,734.96	375,249.60	310,433.76
<b><u>Expenses</u></b>			
Expense Ratio	17.00	21.00	19.00
Total Expenses	302,600.00	373,800.00	338,200.00
Cost Recovery			92%
Projected Deficit			\$ (27,766)

#### **Projection with 50 meter pool- Option B**

Projected Water Surface	24,500		
	<u>Min.</u>	<u>Max.</u>	<u>Ave.</u>
Participation Rates	1.25	1.65	1.45
Attendance	53,303	70,359	61,831
<b><u>Revenue</u></b>			
Revenue Ratio	4.90	5.50	5.20
Total Revenue	261,182.25	386,976.15	321,520.68
<b><u>Expenses</u></b>			
Expense Ratio	14.00	18.50	16.25
Total Expenses	343,000.00	453,250.00	398,125.00
Cost Recovery			81%
Projected Deficit			\$ (76,604)

#### Notes:

1. Min. and Max values are established for ratios by comparison with benchmark facilities.
2. Ave. values listed are average between the min. and max. value listed.

Facility Benchmarking - Attendance and Revenue Projections - Preliminary  
 Dodge City, Kansas  
 7/31/2013

City	City Population	Population - 15 mi. radius	Population - 30 mi. radius	Year built/rezone	Yrs since imprvts	Features	Expenses	Est. Water Surface Area	Expense Ratio	Seasonal Attendance	Attendance Ratio (15 mi.)	Attendance Ratio (30 mi.)	Total Revenue	Revenue Ratio	Cost Recovery	Median household income
Liberal, KS	21,000	25,417	38,230	---	---	Community Water Park with water slides, lap pool, shallow water play, etc...	---	---	---	---	---	---	---	---	---	\$42,945
Ways, KS	21,000	28,452	41,307	1999	14	Slides, lazy river, diving, competition pool	\$395,545	\$ 25,708	\$ 13.39	58,999	2.07	1.43	\$254,746	\$ 4.32	64%	\$43,385
Derby, KS	23,000	428,787	---	2004	9	Large Community Water Park with Slides, Play Feature, Lazy River, Dumping Buckets	\$600,000	\$ 28,627	\$ 20.96	81,000	0.19	---	\$715,000	\$ 8.83	119%	\$65,274
Norfolk, NE	24,000	39,497	65,886	2012	1	Water Slides, Wave Pool, Play Station, Dumping Bucket	\$396,600	\$ 21,130	\$ 18.77	60,400	1.53	0.92	\$410,000	\$ 6.79	103%	\$38,840
Garden City, KS	27,000	35,600	44,382	2010	3	Shallow gilly pool, 3 water slides, lots of deep water	\$240,000	\$ 60,000	\$ 4.00	45,000	1.26	1.01	\$240,000	\$ 5.33	100%	\$48,900
Cedar Falls, IA	35,000	145,230	---	2003	10	Lazy river, raft slide, tube slides, dumping bucket	\$422,265	\$ 25,104	\$ 16.62	140,000	0.96	---	\$617,708	\$ 4.41	146%	\$47,974
Hutchinson, KS	42,000	62,735	119,222	2000	13	Drop Slide, diving, tot pool, tube slides, floatables	\$345,115	\$ 19,204	\$ 17.97	54,448	0.87	0.46	\$229,925	\$ 4.22	67%	\$40,004
Salina, KS	48,000	57,048	87,543	2009	4	Wave Pool, Slides, Lazy River, Kids Area, Lap Pool	\$388,279	\$ 25,529	\$ 15.21	100,888	2	1.15	\$488,176	\$ 4.84	126%	\$42,410

Average Revenue Ratio = \$ 5.14 (excl. high and low values)

Notes:

- 1 We were unable to get statistics from Liberal at the time of this report
- 2 Ratios for 30 mi. population for Derby, KS and Cedar Falls, IA were excluded- as these communities are within large population metro areas.
- 3 Expense Ratio = Expenses / water surface area
- 4 Attendance Ratio = Attendance / population (for given service radius)
- 5 Revenue Ratio = Revenue / Attendance (equates to money collected per visitor on average)
- 6 Cost Recovery = Expenses / Revenue. 100% cost recovery equates to break even operation.

**CITY RESOLUTION NO. 2013-27**

**WHEREAS**, the City of Dodge City (the “City”) and County of Ford County, Kansas, (the “County”) are parties to an Interlocal Agreement dated July 21, 1997, and amended on May 17, 2004, and again on August 10, 2005; (the “Interlocal Agreement”) and,

**WHEREAS**, the purpose of said Interlocal Agreement includes the governance of the collection and expenditure of the Retailers’ sales tax revenues approved at the June 10, 1997, City / County elections commonly referred to as the “Why Not Dodge” sales tax (the “WND sales tax”) and,

**WHEREAS**, the WND sales tax has been, and can be used for the construction and operation of Projects as described in the June 10, 1997, ballot and Related Public Projects as determined by the City and County; and

**WHEREAS**, Related Public Projects, as defined in the Interlocal Agreement, includes “public entertainment and recreation facilities, the primary purpose of which is to attract tourists, visitors, conventions, and meetings to Dodge City and the Ford County area, and which broaden, improve, and diversify the economic base of Ford County,” and

**WHEREAS**, a local citizens committee has over the past several years researched and studied the need for a new aquatic facility to replace the existing municipal swimming pool which has served the community for over 30 years, but has deteriorated and can no longer accommodate the community’s needs, and

**WHEREAS**, a new themed aquatic facility would draw tourists, visitors, and organizations from around the region and from out of state, while at the same time enhancing the quality of life for area residents, and

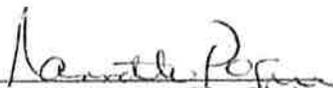
**WHEREAS**, with careful management the cost of construction, operations, and maintenance of such a facility can be accommodated by the WND budget without impairing the ability to fund existing WND Projects;

**NOW, THEREFORE**, be it resolved by the governing Body of the City of Dodge City:

Pursuant to the provisions of paragraph 7 of the Interlocal Agreement, the City Commission of Dodge City hereby proposes to the CFAB that an Aquatic Facility be approved as a related WND Project as provided by paragraph 4.b. of the Interlocal Agreement, the construction and operation of which will be funded from the WND sales tax, the initial construction costs which is estimated to be approximately \$10 million dollars, and the location of which will be determined by the City and County after review by the CFAB.

Adopted by the City Commission of Dodge City, Kansas, the 22nd day of August, 2013.

  
\_\_\_\_\_  
E. Kent Smoll, Mayor

Attest:   
Nannette Pogue, City Clerk

**CITY OF DODGE CITY RESOLUTION # 2014-10**

**FORD COUNTY RESOLUTION # \_\_\_\_\_**

**A JOINT RESOLUTION OF THE CITY OF DODGE CITY COMMISSION AND THE FORD COUNTY COMMISSION ACCEPTING THE RECOMMENDATION OF THE COMMUNITY FACILITIES ADVISORY BOARD AND APPROVING A REGIONAL OUTDOOR AQUATIC FACILITY AS A WHY NOT DODGE PROJECT.**

**WHEREAS**, a principal objective of the Dodge City-Ford County Interlocal Cooperation Agreement is the construction, acquisition, and operation of additional public entertainment and recreation facilities which attract visitors, tourists and conventions and meetings to Dodge City and Ford County; and

**WHEREAS**, in 1997 voters approved the Why Not Dodge Sales Tax with the intent of improving, renovating and expanding public recreation facilities which broaden, improve and diversify the economic base of Ford County; and

**WHEREAS**, it has been determined that existing aquatic facilities are inadequate and have caused local families to travel to other communities to experience aquatic recreational opportunities; and

**WHEREAS**, a new regional outdoor aquatic facility with multi-use features and opportunities will attract people from surrounding communities and the region to Dodge City and Ford County and provide tourists with additional entertainment options; and

**WHEREAS**, the Community Facilities Advisory Board has considered an initial concept of a new regional outdoor aquatic facility and has recommended to the Joint City and County Commission that such facility be approved as a Related Public Project pursuant to the Dodge City-Ford County Interlocal Cooperation Agreement; and

**WHEREAS**, the Commissions jointly desire to designate a new regional outdoor aquatic facility as a Related Public Project as deemed necessary and appropriate pursuant to the Dodge City-Ford County Interlocal Cooperation Agreement:

**NOW THEREFORE BE IT RESOLVED** that the City of Dodge City Commission and the Ford County Commission jointly adopt a regional outdoor aquatic facility as a Related Public Project to be included in the Why Not Dodge sales tax program and that the Community Facilities Advisory Board (CFAB) immediately proceed to develop recommendations for such a facility within the following parameters:

- 1) The budget for this project is established at \$10,000,000 which shall include all associated costs including construction costs and design fees. Any addition to this budget anticipated to come from Why Not Dodge funds will be subject to approval at a joint meeting of the Ford County Commission and the Dodge City Commission.
- 2) With the assistance of professional resources and with public input as deemed necessary, CFAB shall consider amenities and alternatives to develop a final project design and submit such to a joint meeting of the Ford County Commission and City Commission for approval prior to initiating final design phase for construction documents.

- 3) Operational expense for the project is anticipated not to exceed \$350,000 annually with project revenue generating \$300,000 and requiring an annual subsidy from the Why Not Dodge operations fund of \$50,000.
- 4) Engineering and design costs for the project, which are included in the \$10,000,000 budget, shall not exceed \$750,000 (exclusive of typical reimbursable expenses) without prior approval having been obtained at a joint meeting of the Ford County Commission and the City of Dodge City Commission.
- 5) CFAB shall identify and research potential sites for the facility and shall make a recommendation to a joint meeting of the Ford County Commission and the Dodge City Commission for approval.

ADOPTED AND APPROVED this 31<sup>st</sup> day of March, 2014.

**CITY of DODGE CITY COMMISSION**

\_\_\_\_\_  
E. KENT SMOLL, MAYOR

ATTEST:

\_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

**BOARD OF COUNTY COMMISSIONERS, FORD COUNTY, KANSAS**

\_\_\_\_\_  
Chris Boys, Chair

\_\_\_\_\_  
Danny Gillum, Commissioner

\_\_\_\_\_  
Shawn Tasset, Commissioner

ATTEST:

\_\_\_\_\_  
Sharon Seibel, County Clerk



# Parks and Recreation

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

## Memorandum

To: Joint City/County Commissioners  
From: Paul Lewis, Parks & Recreation Director   
Date: February 28, 2014  
Cc: Cherise Tieben, City Manager  
CFAB Members  
Subject: Water Park Engineering Contract

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**RECOMMENDATION:** The Community Facilities Advisory Board recommends approving a contract extension with Water's Edge Aquatic Design. City staff concurs and recommends that the County Commission Chairperson and City of Dodge City Mayor be authorized to execute a contract with Water's Edge Aquatic Design.

**BACKGROUND:** Dating back to 2001, the City of Dodge City has considered improvements to community aquatic facilities. With those initial efforts and following required purchasing procedures, the City advertised and interviewed for professional services to assist with the study, evaluation and design for pool improvements. Through the interview process, Water's Edge was identified as the desired firm to provide those services and the City entered into contract to evaluate existing pools and recommend improvements.

Since that first effort, the City and Water's Edge have maintained an ongoing working relationship and they have completed revised evaluations, updated concepts and financial estimates through various attempts to upgrade facilities. Because of their long association with the project, the quality of their work, and their successful completion of similar projects, the recommendation is to extend a contract with them to provide design and engineering services for this project.

**JUSTIFICATION:** Water's Edge has a prior contractual arrangement with the City and was selected through an appropriate RFP process. Through the years that association has remained intact and they have continued to provide quality services to the City.

**FINANCIAL CONSIDERATIONS:** The base compensation called for in the contract is 7.5% divided into multiple service components. That fee structure is consistent with other professional design firms and the contract includes termination language that allows services to cease should either party desire the relationship to end.

Components of the fee structure are broken out as follows:

Preliminary Design -	0.5%
Final Design -	4.0%
Bidding or Negotiating -	0.25%
Construction Administration -	2.5%
Post Construction Services -	<u>0.25%</u>
Total	7.5%

At any point in the process, the contract may be terminated and our liability is limited to that point in the project.

This project is funded by the Why Not Dodge Sales Tax fund. Money is available in the fund to cover these expenses.

**PURPOSE/MISSION:** This project is consistent with the goals of the Why Not Dodge program which includes “The construction, acquisition, and operation of additional public entertainment and recreation facilities, the primary purpose of which is to attract visitors, tourists and conventions and meetings to Dodge City and Ford County.”

**LEGAL CONSIDERATIONS:** The contract used is a standard boiler plate form provided by the EJCDC. It has been reviewed by the City and County Attorney’s and modifications made to their satisfaction and is approved as to form.

**ATTACHMENTS:** Contract Document

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## Agreement for Professional Engineering Services

This is an agreement effective as of the date of last signature below between Water's Edge Aquatic Design, LLC ("ENGINEER") and Ford County, Kansas and the City of Dodge City, Kansas (collectively the "OWNER").

The OWNER intends to plan, design, and construct a new outdoor aquatic center, including support buildings, site work, and appurtenances ("PROJECT").

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing engineering services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

- Appendix A - Terms and Conditions
- Appendix B - ENGINEER's Services
- Appendix C - OWNER's Responsibilities
- Appendix D - Insurance
- Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Water's Edge Aquatic Design, LLC "ENGINEER"

By: David W. Schwartz

Print Name: David W. Schwartz

Print Title: Principal

Date: 3-5-14

City of Dodge City, Kansas "OWNER"

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Ford County, Kansas "OWNER"

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A - Terms and Conditions

### I SERVICES OF ENGINEER

#### 1.1 Scope

- A. ENGINEER will provide concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services following authorization by the OWNER.

### 2 OWNER'S RESPONSIBILITIES

#### 2.1 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

### 3 TIMES FOR PROVIDING SERVICES

#### 3.1 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
  - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
  - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
  - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

#### 3.2 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

4 PAYMENT TO ENGINEER

4.1 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
1. A traditional design-bid-build delivery process with one prime contractor.
  2. Fees for sub consultants (e.g. architect, civil engineer, mechanical engineer, electrical engineer, plumbing engineer, structural engineer, landscape architect, sound system consultant, and irrigation system consultant) are included in base compensation. If other consultants are required, fees for such services will be negotiated based on the required scope of work.
  3. ENGINEER will furnish sets of the plans and specifications to the OWNER required for permitting, OWNER's review, bidding, or for construction at the cost of reproduction upon request and paid for those making the request (e.g. OWNER, Bidders, or Contractor).
  4. Time for site visits by ENGINEER and ENGINEER'S sub-consultants is included in the Base Compensation. Expenses will be billed at cost for the visits.
- B. BASE COMPENSATION: The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:
- Percentages of Construction Costs:
- |  |       |
|--|-------|
| Phase I - Preliminary Design           | 0.5%  |
| Phase II - Final Design                | 4.0%  |
| Phase III - Bidding or Negotiating     | 0.25% |
| Phase IV - Construction Administration | 2.5%  |
| Phase V - Post-Construction Services   | 0.25% |
- C. Following the Preliminary Design Phase, compensation will be adjusted to fixed amounts based upon the percentages listed for the agreed upon budget.
- D. Expenses: Direct expenses will be billed separately in accordance with the rates shown in Appendix E. The total reimbursable expenses is estimated to be \$20,000 for travel. Printing cost for bid documents will be invoiced at our costs.
- E. Compensation for design services requested by OWNER during Phases IV and V will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

4.2 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.
- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any

termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgment or settlement sums due.

## 5 OPINIONS

### 5.1 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

### 5.2 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

## 6 GENERAL CONSIDERATIONS

### 6.1 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

### 6.2 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

### 6.3 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.

### 6.4 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insured's with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's thereunder.

### 6.5 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.

- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
  4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

#### 6.6 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

#### 6.7 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

#### 6.8 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

#### 6.9 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees

that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insured's under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Kansas.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

6.14 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.16 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Code Compliance

- A. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.18 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.19 Construction Management

- A. If the OWNER elects to employ a construction manager, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the ENGINEER. If the employment of such construction manager by the OWNER results in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.20 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.21 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER.

6.22 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

6.23 Design With Limited Construction Administration

- A. It is understood and agreed that the ENGINEER's Basic Services under this Agreement includes limited project observation or review of the Contractor's performance or any other construction phase services.
- B. If the OWNER requests in writing that the ENGINEER provide any additional construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as discussed in this Agreement.

7 DEFINITIONS

7.1 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
  2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.
  3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
  4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
  5. RECORD DOCUMENTS: Drawings prepared by the ENGINEER upon the completion of construction based upon the drawings and other data furnished to the ENGINEER by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the ENGINEER makes no warranty of the accuracy or completeness of the drawings. Refer to Appendix B – ENGINEER Services to determine if preparation of Record Documents is part of Basic Services or Additional Services.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

**End of Appendix A**

## Appendix B - ENGINEER's Services

ENGINEER will provide concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT as set forth below.

### I BASIC SERVICES

#### 1.1 Phase I - Concept Planning Services

- A. Evaluate potential sites based on visual and other objective information.
- B. Meet to establish project design criteria such as aquatic facility size, features, deck area, concession area, and bathhouse floor plan.
- C. Focus all that we hear into feasible design criteria.
- D. Provide a summary report outlining the project.
- E. Using the design criteria, create two to three alternative concept designs and preliminary cost opinions for public review and comment.
- F. Create summary of features and surface areas for each concept.
- G. A total of 3 meetings are included during this planning phase.

#### 1.2 Phase II - Preliminary Design

- A. ENGINEER will complete the following Preliminary Design Phase tasks:
  1. ENGINEER will use available information from the concept design phase as the basis for the pool layout and design criteria.
  2. OWNER will review and adjust the aquatic programs together with ENGINEER's design team.
  3. ENGINEER will recommend specific aquatic features to satisfy identified needs and community preferences. The final selection of features will help determine the pool size, construction cost, and operating cost for the PROJECT.
  4. ENGINEER's work will include pool site development. ENGINEER will coordinate pool facilities within the selected site.
  5. The Preliminary Design will include a site drawing that shows the proposed pool facilities relative to existing site amenities. ENGINEER will use the topographic survey, furnished by the OWNER, for the existing site. The plan will show each selected aquatic feature. Construction costs, fees and contingencies will be identified to develop a project cost.
  6. When the Preliminary Design is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
  7. At the conclusion of the Preliminary Design phase, ENGINEER will make a final presentation to the City Council or other group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored layout drawing for the recommended pool design.

#### 1.3 Phase III - Final Design

- A. After acceptance by OWNER of the Preliminary Design documents, ENGINEER will:
  1. On the basis of the above acceptance, prepare final engineering design and construction documents including bidding documents, specifications and drawings indicating the scope,

extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
  3. Prepare and furnish Final Design Documents for review and approval by OWNER.
  4. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
  5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- B. ENGINEER's services under the Final Design Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER.

#### 1.4 Phase IV - Bidding

- A. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
  4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

#### 1.5 Phase V - Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
  2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be paid for by OWNER.
  3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
  4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
    - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
    - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
    - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the

- Contractor in accordance with the Contract Documents.
- d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
  - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
  6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  7. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
  8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction Documents not brought to the attention of ENGINEER in writing by the Contractor.
  9. Substitutes and "or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 - Additional Services.
  10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
  11. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
    - a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.
    - b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to

every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

12. Contractor's Completion Documents.
  - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
  - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
  - c. ENGINEER will transmit these documents to OWNER.
13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial Completion to OWNER and Contractor.
14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

#### 1.6 Phase VI - Post-Construction Services

- A. During the Post-Construction Phase, ENGINEER will:
  1. Provide assistance in connection with the testing and adjusting of PROJECT equipment or systems.
  2. Assist in training OWNER's staff to operate and maintain PROJECT equipment, and systems.
  3. Together with OWNER, visit the PROJECT to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
  4. If requested by OWNER and in company with OWNER, provide a review of the PROJECT within one month before the end of the Warranty Period to ascertain whether any portion of the work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Appendix, will terminate upon written recommendation by ENGINEER for final payment to Contractor.

2 ADDITIONAL SERVICES

2.1 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER’s Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
  2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER’s control.
  4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
  5. Services required for re-design as a result of substitute products during the construction phase.
  6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
  7. Services required as a result of OWNER’s providing incomplete or incorrect PROJECT information with respect to Appendix B.
  8. Services during authorized out-of-town travel required of ENGINEER other than for visits to the Site or OWNER’s office.
  9. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER’s program or other instruction.
  10. Providing construction surveys and layouts to enable Contractor to perform its work.
  11. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
  12. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on PROJECT annotated record documents received from Contractor.
  13. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.
  14. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
  15. Providing an enhanced or detailed pool operations manual.
  16. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

**End of Appendix B**

## Appendix C - OWNER's Responsibilities

The Agreement is amended and supplemented to include the following Agreement of the parties. In

addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- D. Provide topographic survey for the Site.
- E. Provide geotechnical engineering services in connection with explorations and tests of subsurface conditions at the Site including providing a written report with recommendations.
- F. If demolition of existing facilities is required, provide a building materials assessment for identification of hazardous materials, such as asbestos, and have such materials removed and disposed of properly before start of construction.
- G. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- H. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- I. Authorize ENGINEER to provide Additional Services as required by OWNER.
- J. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- K. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- L. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- M. Provide, as required for the PROJECT:
  1. Accounting, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate

the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the work with appropriate professional interpretation thereof.

**End of Appendix C**

## Appendix D - Insurance

The Agreement is amended and supplemented to include the following Agreement of the parties. The limits of liability for the insurance required by this Agreement are as follows:

- A. By ENGINEER:
1. Workers' Compensation: Statutory
  2. Employer's Liability:
    - a. Each Accident \$500,000
    - b. Disease, Policy Limit \$500,000
    - c. Disease, Each Employee \$500,000
  3. General Liability:
    - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
    - b. Personal and advertising injury \$1,000,000
    - c. Products - completed operations aggregate \$2,000,000
    - d. General Aggregate \$2,000,000
  4. Excess or Umbrella Liability:
    - a. Each Occurrence \$2,000,000
    - b. General Aggregate \$2,000,000
  5. Automobile Liability:
    - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
  6. Professional Liability Insurance
    - a. Limits of \$1,000,000 per claim and \$2,000,000 annual aggregate
    - b. Certificate can be furnished upon request.

**End of Appendix D**

## Appendix E - Billing Rates (2013)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. Billing rates for expert witness services are also included. Billing Rates are subject to change each year.

A.	Expert Witness - litigation	\$275 per hour
	Expert Witness - discovery	\$225 per hour
	Aquatic Design Engineer	\$120 to \$180 per hour
	Aquatic Design Engineer-in-Training	\$105 to \$115 per hour
	Senior Aquatic Design Technician	\$100 to \$120 per hour
	Aquatic Design Technician	\$85 to \$105 per hour
	CAD Technician	\$75 to \$85 per hour
	Business Development	\$65 to \$80 per hour
	Administrative Assistant	\$55 to \$80 per hour

### Expenses

- D. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work and are included in our design fees unless otherwise defined in Appendix A - Terms and Conditions. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- E. The following items are examples of basic expenses.
1. Travel costs including airfare, rental vehicles, tolls, rental fuel, mileage, and other transportation costs.
  2. Mileage costs are billed at the IRS-approved rate.
  3. Lodging including motel and hotel costs and all related taxes.
  4. Meals including tips.
  5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.
  6. Postage costs including U.S. Postal fees and fees for Federal Express and other related carriers.

**End of Appendix E**



## City of Dodge City

806 N. Second Ave. Phone: 620-225-8100  
PO Box 880 FAX: 620-225-8144  
Dodge City, KS 67801 www.dodgecity.org

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# *Memorandum*

To: City Manager  
City Commissioners  
County Administrator  
County Commissioners

From: Melissa McCoy

Date: March 27, 2014

Subject: 2014 CFAB Organizational Funding  
Recommendations

Agenda Item: Approval of 2014 CFAB Organizational  
Funding Recommendations

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**Recommendation:** The Community Facility Advisory Board (CFAB) recommends approval by the Joint Commissions of the 2014 Organizational Funding Applications as submitted.

**Background:**

CFAB met on January 29 to review and make recommendations on the 2014 Organizational Funding Applications. The requests for funding were as follows:

- Dodge City Area Arts Council: \$5,416
- Dodge City Roundup: \$20,000
- Dodge City Trail of Fame: \$16,000
- Dodge City 300: \$25,000
- Ford County Historical Society: \$10,000
- The Kansas Teachers Hall of Fame: \$19,000
- Depot Theater Company: \$150,000
- Tourism Task Force: \$164,000 (150,000 for Depot Development)

Based on the amount of available funding CFAB voted unanimously to approve the Organizational Funding requests as submitted. However, the following contingencies for funding were made:

- The recommendation for the Depot Theater for \$150,000 and the Tourism Task Force request for Depot Development in the amount of \$150,000 are contingent on the possible amendment of the Inter-Local agreement. The proposed amendment would provide a total of \$300,000 for both requests. *(We would like to proceed with the 2014 Organizational Funding request as submitted and review it for 2015, pending the possible amendment of the Inter-local Agreement. If the amendment as proposed is agreed upon, this funding would be credited against the amounts to be paid to the Depot under the amended provision.)*
- The funding for the Dodge City 300 is contingent on a contract with the race promoters for the short track race at Roundup Rodeo. *(A copy of the contract signed by the Dodge City 300, Roundup Rodeo and Great Plains Flat Track Series along with an event agreement with the Dodge City 300 and Roundup Rodeo was received by City staff on Monday, March 24, 2014.)*

**Justification:**

The unanimous decision by CFAB to fully fund the 2014 CFAB requests was based on the total available funding in the Organizational Funding Budget. The contingencies were requested because of the pending amendments to the Inter-Local agreement with the City and the County. In addition, a contingency was requested for the Dodge City 300 request since it is a new event.

**Financial Considerations:**

The total available funds for 2014 Organizational Funding is \$710,000. The total amount of funding requests is \$409,416.00. Based on the funds available and funds requested, CFAB recommends full funding of the 2014 Organizational Funding requests based on the contingencies listed in the Background section of this memo.

**Legal Considerations:** N/A

**Attachments:**

Summary of 2014 Organizational Funding Requests

**Requests for *CFAB Organizational Funding for 2014***

- Dodge City Area Arts Council: \$5,416.00
- Dodge City Roundup: \$20,000.00
- Dodge City Trail of Fame: \$16,000.00
- Dodge City 300: \$25,000.00
- Ford County Historical Society: \$10,000.00
- The Kansas Teachers Hall of Fame: \$19,000.00
- Depot Theater Company: \$150,000.00
- Tourism Task Force: \$164,000.00

**Total Funding Requests: \$409,416.00****Amount of Organizational Funding Available: \$710,000.00**

***Summary of Individual Organizational Funding Requests:*****Applicant:** Depot Theater Company**Requested Grant Amount:** \$150,000.00**Matching Funds:** \$37,968.00**Total Project Costs:** \$187,968.00**Proposed Project:**

- \$37,608.00 insurance
- \$29,450.00 Repairs and Maintenance
- \$84,720.00 Utilities
- \$36,190.00 Maintenance Salaries and Payroll Taxes

**Applicant:** Dodge City Arts Council**Requested Grant Amount:** \$5,416**Matching Funds:** \$11,604.75**Total Project Costs:** \$17,020.88**Proposed Project (s):**

- \$ 4,716.13 Utilities
- \$ 700.00 Elevator Maintenance

**Applicant:** Dodge City Trail of Fame

**Requested Grant Amount:** \$16,000.00

**Matching Funds:** \$18,000.00

**Total Project Cost:** \$34,000

**Proposed Project:**

- \$15,000.00 Operational money for Special Deputy US Marshal Charlie Meade for year round tours of the Dodge City Trail of Fame.
- \$1,000.00 for Marketing of the Doc Holliday Statue. Including printing and distribution of brochures and advertising in National publications such as True West, American Cowboy and Cowboy and Indians.

**Applicant:** Dodge City 300

**Requested Grant Amount:** \$ 25,000.00

**Matching Funds:** \$ 13,883.00

**Total Project Costs:** \$ 38, 883.00

**Proposed Project:**

- \$ 3,000.00 Event Insurance
- \$ 19,965.00 Motorcycle Races/Purses/Promotions/Trophies/ and Marker
- \$ 2,035.00 Historic Marker for Original Raceway

**Applicant:** Dodge City Roundup.

**Requested Grant Amount:** \$20,000.00

**Matching Funds:** \$20,650.00

**Total Project Cost:** \$40,650.00

**Proposed Project:**

- \$20,000.00 PRCA Xtreme Bulls Event on July 29, 2014. This event will include all customary areas open to the public with the performance itself including bull fighters and a clown barrel man for additional entertainment.

**Applicant:** Ford County Historical Society

**Requested Grant Amount:** \$10,000.00

**Matching Funds:** \$14,000.00

**Total Project Costs:** \$10,000.00

**Proposed Project:**

- \$10,000-Operational Money for the Mueller-Schmidt House Museum (guides) Cost is based on wages projected for two guides for seven days a week during 3 months.

**Applicant:** Kansas Teachers Hall of Fame.

**Requested Grant Amount:** \$ 19,000.00

**Matching Funds:** \$30,255.00

**Total Project Costs:** \$ 49,255.00

- \$ 19,000.00 provide parking and cement work for the restoration and preservation of an authentic one room school house that will allow visitors to have a virtual one room school tour experience at the Kansas Teacher Hall of Fame.

March 31, 2014

VIA EMAIL ([richard.petersen-klein@krgc.ks.gov](mailto:richard.petersen-klein@krgc.ks.gov)) and US MAIL

Mr. Richard Petersen-Klein  
Executive Director  
Kansas Racing and Gaming Commission  
700 SW Harrison, Suite 420  
Topeka, KS 66603-3754

Re: Waiver of regulations requiring licensing  
K.S.R. 112-102-1; 112-102-2; 112-102-3

Dear Mr. Petersen-Klein:

The City of Dodge City and Ford County and the Boot Hill Casino are expanding their various business opportunities in an effort to drive tourism to Dodge City.

The City/County and its various quasi-public entities desire to cooperate with Boot Hill Casino with respect to advertising, activities, events, and promotions to generate economic activity in the community from residents and primarily non-residents. Assuming effective results from the promotional efforts, these relationships could require the Casino to make payments in amount over \$100,000 in one year to move forward with the plans. The Casino Team is resistant to risk such cooperation with the City/County and its various organizations unless the KRGC confirms through a written waiver that such licensing under the KRGC regulations is not necessary for us. On behalf of the City, County and the quasi-government entities below, we request KRGC to grant such a waiver.

The applicable regulation for which this waiver is requested is K.A.R. 112-102-1 et seq. The regulation provides:

112-102-1. Prohibition against uncertified business. No person identified in K.A.R. 112-102-2 as a gaming or non-gaming supplier may provide any equipment or services to a gaming facility or manager unless the person is certified by the commission with a current gaming supplier certificate, non-gaming supplier certificate, or temporary supplier permit.

There are a number of provisions in K.A.R. 112-102-2 that in an overly conservative approach could reach us, and persons that are within the City/County and its related organizations below.

The KRGC Regulation K.A.R. 112-102-2(b)(2) requires that any person that is not a gaming supplier may be considered a non-gaming supplier requiring a KRGC license if they provide goods or services to a facility manager in an amount of \$100,000 or more within a one-year period. The regulation appears to subject anyone having any transactions with Boot Hill Casino to obtain a license from the KRGC if amounts received exceed the \$100,000 amount in a year. The regulations appear to give considerable latitude to KRGC in requiring licenses at the KRGC discretion.

K.A.R. 112-102-2 further states:

Each person that performs one or more of the following shall be considered a gaming supplier: ... (5) provides items or services that the commission has determined are used in or are incidental to gaming or to an activity of a gaming facility.”

The same regulation also states that: “Any person that is not a gaming supplier but otherwise meets one or more of the following may be considered a non-gaming supplier: ... provides goods or services to a gaming facility and could present a security, integrity or safety concern to the gaming operations as determined by the executive director.” Section 112-102-3 extends licensing to employees of these types of entities.

The City, County and quasi-governmental related entities that impact tourism including, but not limited to the Boot Hill Museum, Inc., Dodge City Chamber of Commerce, Southwest Kansas Chamber of Commerce, the Dodge City/Ford County Economic Development Corporation, Round up Rodeo, Inc., the Kansas Heritage Center, Depot Theater Company, Western State Bank Expo Center, Main Street Dodge City, and Dodge City Community College and each of their respective employees. Each of these entities has very public obligations and oversight. Rest assured, these entities have each functioned under local oversight for more than the last ten years. There has been no indicia of impropriety or malfeasance. The various city and county governments subsidize these identified entities. From a practical perspective these entities are really part of and a direct extension of the City and County government. This is why we request this waiver. The need to background check and investigate these entities or their representatives should not exist due to the fact that these entities all are driven in the public interest to promote tourism and drive economic activity in Southwest Kansas, particularly Dodge City. Any funds received directly or indirectly from Boot Hill Casino will be exclusively used to drive tourism.

We request the KRGC approval of this waiver to the regulations for the City/County and all of its related entities.

Sincerely,

**Cherise Tieben, City Manager  
City of Dodge City**

**Chris Boys, Ford County  
Commission Chairman**

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**Boot Hill Museum, Inc.**

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**Dodge City Chamber of Commerce**

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**Southwest Kansas Chamber of Commerce  
Development Corp.**

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**Dodge City/Ford County Economic**

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**Round up Rodeo, Inc.**

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**Kansas Heritage Center**

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**Venue Works**

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**Depot Theater Company**

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**Western State Bank Expo Center**

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**Main Street Dodge City**

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**Dodge City Community College**



## City of Dodge City

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PO Box 880 FAX: 620-225-8144  
Dodge City, KS 67801 www.dodgecity.org

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# Memorandum

To: City Manager  
City Commissioners  
County Administrator  
County Commissioners

From: Melissa McCoy

Date: March 27, 2014

Subject: Re-appointment of Tom Stanley to CFAB

Agenda Item: New Business

---

**Recommendation:** Re-appoint Tom Stanley to the Community Facility Advisory (CFAB) for another three year term.

**Background:**

Tom Stanley completed his first three year term in January 2014. Mr. Stanley is currently the Vice Chair of the CFAB Board. He has enthusiastically agreed to serve another three year term if nominated by the joint commissions.

**Justification:**

Mr. Stanley has been a Board member in good standing since his nomination in 2011. He attends all regularly scheduled meetings and is actively involved.

**Financial Considerations:**

There are no financial considerations.

**Legal Considerations:**

There are no legal considerations.

Draft w/ County's proposed  
changes 2/27/14

**DODGE CITY-FORD COUNTY INTERLOCAL COOPERATION  
AGREEMENT (As Amended)**

This agreement was originally made and entered into by and between the City of Dodge City, Kansas (City) and Ford County, Kansas, (County) on July 21, 1997; and has been amended by mutual agreement on May 17, 2004, and August 10, 2005, and February \_\_\_\_, 2014.

**RECITALS**

**WHEREAS**, the City and County have previously entered into a memorandum of understanding whereby the governing bodies of each entity agreed to work in cooperation with a community based committee to improve the economic base of Ford County through the improvement and construction of various public entertainment and recreational projects as more specifically described herein;

**WHEREAS**, pursuant to said memorandum of understanding, both the City and County commissions adopted all necessary resolutions to place on the ballot at a special election the issue of imposing a retailers' sales tax in both the City and the County to provide funding for the improvement, acquisition, and construction of such projects;

**WHEREAS**, at a special City and County election held on June 10, 1997, the qualified voters of both the City and the County voted on the implementation of a City and County retailers' sales tax to fund such Projects;

**WHEREAS**, at the June 10, 1997, special election, the voters of Dodge City and Ford County approved the implementation of a one-half percent citywide retailers' sales tax to be imposed by the City of Dodge City and a one-half percent countywide retailers' sales tax to be imposed by Ford County, Kansas, the proceeds of which would be used for the purpose of

financing a portion of the cost of the construction, equipping and operation of certain public projects, including the following:

1. Installing air-conditioning at the Civic Center facilities;
2. An outdoor motor sports complex;
3. Field sport facilities: baseball/softball complex, together with renovating existing softball and baseball facilities and additional soccer facilities;
4. A special events center;

and related public projects as deemed necessary and appropriate, all herein collectively referred to as the "Projects";

**WHEREAS**, the City and County have reached an understanding and agreement as to the mechanism and procedures to be implemented to provide for the improvement, acquisition, and construction of such Projects to be funded by the retailers' sales tax approved by the voters at the June 10, 1997, special election;

**WHEREAS**, the governing bodies of the City and the County desire to enter into this agreement; and

**WHEREAS**, the Kansas Interlocal Cooperation Act (K.S.A. 12-2901 *et. seq.*) provides that local government units may enter into interlocal agreements with other governmental units.

#### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Recitals.** The recitals as set out above are hereby incorporated by this reference as if fully set out herein as part of this agreement.

2. **Purpose.** The purpose of this agreement is:

- a. to create and establish a Project Review and Advisory Committee, which Committee is commonly referred to as the "Community Facilities Advisory Board" or "CFAB"; to develop, plan, coordinate, initiate, oversee, and provide advice and recommendations concerning the location, acquisition, construction, completion and operation of the Projects;
- b. to commit the voter approved sales tax revenues to the acquisition, construction, completion and operation of the Projects; and
- c. to provide a mechanism to accomplish the acquisition, construction, completion and operation of the Projects.

3. **General Intent of the Parties.** It is the intent of the parties that the City and County commit to the improvement, acquisition, construction, completion, and operation of the Projects; to provide the mechanism to commit the sales tax revenues produced from the imposition of the City and County retailers' sales tax as approved by the voters at the special election held on June 10, 1997, to such Projects; and to provide for public input, suggestion, advice, and recommendations to such issues as location, design, construction, and operation of the Projects through the establishment of a Project Committee.

4. **Definition of Related Public Projects.** The phrase "Related Public Projects" as used in this agreement and as referred to in the 1997 sales tax election ballots of the City and County, is deemed to include and be limited to the following activities and projects:

- a. The completion, expansion, improvement and/or renovation of any existing Sales Tax Projects, including but not limited to the Legends ball

Comment [AT1]: Capitalization for legal emphasis

Comment [AT2]: No longer applicable

*AT - etc  
Yuma - County*

complex, soccer fields, Cavalier Field, Motor Sports Complex and a Special Events Center;

- b. The construction, acquisition and operation of additional public entertainment and recreation facilities, ~~including but not limited to, an Aquatic Facility as proposed by the City in Resolution No. 2013-27 and recommended by the Project Committee,~~ the primary purpose of which is to attract tourists, visitors, conventions and meetings to Dodge City and the Ford County area, and which broaden, improve and diversify the economic base of Ford County;
- c. The improvement, renovation and/or expansion of existing public entertainment, recreation or historic facilities, the primary purpose of which is to attract tourists, visitors, conventions and meetings to Dodge City and the Ford County area, and which broaden, improve and diversify the economic base of Ford County;
- d. The granting of financial assistance to Ford County Organizations, as defined herein, whose sole purpose is the promotion and preservation of the western heritage of Dodge City and Ford County; the promotion of tourism; attracting visitors and conventions to the area through the construction and/or maintenance of public facilities and/or conducting public activities. ~~Notwithstanding any provision of this Agreement to the contrary, the County owned Expo Center and the City owned Santa Fe Depot shall be considered an "Organization" for the purpose of eligibility~~

**Comment [AT3]:** Reflects request from City Commission and recommendation from CPAB for aquatic facility to become a project in accordance with proper procedure.

~~for organizational funding as provided in paragraph number 8 of this Agreement.~~

Comment [AT4]: Negotiated change.

- e. The construction, acquisition of or improvement of infrastructure facilities which are directly related to ~~any Project or Related Public Project.~~

Comment [AT5]: Clean up and utilize the Related Public Project term.

- ~~#f. The construction of a Ford County detention center. The question of proceeding with such project shall be presented to the electors of Ford County for approval and no sales tax funds shall be pledged as security for any bonds, the purpose of which is to construct such Ford County detention center, until the question has been approved by a majority of the electors of Ford County voting at such election.~~

~~\*Subparagraph (f) was removed from the agreement by order of the Ford County District Court.~~

Comment [YUN6]: Delete sentence.

5. **Creation of Project Review and Advisory Committee.** Effective August 10, 2005, there is hereby created a Project Review and Advisory Committee (Project Committee) to develop, plan, coordinate, initiate, oversee and provide advice and recommendations concerning the location, acquisition, construction, completion and operation of the Projects.

- a. **Membership.** The Project Committee shall have seven members:
  - (i) One County Commissioner,
  - (ii) One City Commissioner,
  - (iii) Four at-large members, and
  - (iv) The Chairperson of the Board of Directors of the Dodge City/Ford County Development Corporation or his or her designee.

Except for the County and City Commissioners, no member of the Project Committee shall hold elected office with either the County or the City.

The Project Committee shall annually elect from its membership a chairperson and vice-chairperson. Project Committee members shall serve without compensation, but may be reimbursed for actual expenses incurred while fulfilling their Committee responsibilities.

The County and City Commission members of the Project Committee shall be appointed by the respective commissions as part of the annual organization meetings.

The nomination and appointment of the four at-large members of the Project Committee shall be by a majority vote of the County Commission and a majority vote of the City Commission at a joint meeting held for that purpose.

Comment (A7): Removed majority vote suggestion.

The initial terms of the four at-large members shall be for three years. Upon the expiration of the initial terms, one at-large member shall serve for a second term of one year; one at-large member shall serve for a second term of two years; and two at-large members shall serve for a term of three years. Any at-large member of the Project Committee may be nominated and re-appointed to serve a second three year term, except that after two consecutive terms there must be at least a one year interval before a subsequent nomination and appointment.

Comment (A8): Clarifies that all members now serve three year terms. Clean up.

All applicants for appointment as at-large members of the Project Committee must be residents of Ford County and shall submit a written application on a form approved jointly by the County and City Commissions as part of the appointment process.

In the event of the death, resignation, ~~ineligibility~~ or removal of an at-large Project Committee member, a successor shall be nominated and appointed to fill the unexpired term by majority vote of the ~~County Commission and majority vote of the City Commission~~ at a joint meeting held for that purpose. The appointment shall be made within 60 days of the date of the vacancy.

Comment [AT9]: Clarification

Comment [AT10]: Removed majority vote suggestion

Any at-large Project Committee member may be removed during his or her term by a majority vote of the ~~County Commission and a majority vote of the City Commission~~ at a joint meeting held for that purpose.

Comment [AT11]: Removed majority vote suggestion

The County Administrator and City Manager shall serve as ex officio, nonvoting members of the Project Committee.

b. **Duties and Functions.** The purpose of the Project Committee shall be to develop, plan, coordinate, initiate, oversee, and provide advice and recommendations to the County and City Commission at a joint meeting(s) held for that purpose concerning the location, acquisition, construction, and operation of the Projects ~~and Related Public Projects~~. In the performance of its duties, the Committee may establish such subcommittees as it deems appropriate and may enlist the assistance of the City and County staffs, standing advisory committees and outside professional consultants. The Committee shall develop detailed plans and specifications relating to the location, design and operation of the Projects ~~and Related Public Projects~~ and make such recommendations to the County and City Commissions at a joint meeting(s) held for that purpose. All such recommendations shall be subject to approval by a majority vote of the City Commission ~~and a majority vote of the County Commission~~ at such joint

Comment [AT12]: Utilizes term "Related Public Projects"

Comment [YUN13]: Insert "and Related Public Projects"

Comment [AT14]: Clean up language

Comment [AT15]: Removed majority vote suggestion

meeting(s). In addition, the Committee will develop and recommend policies and procedures related to the operation of the facilities and shall generally oversee the operation of the Projects and Related Public Projects and make recommendations for future maintenance, repairs, renovation, and/or expansion of the Projects and Related Public Projects.

Comment [YUN16]: Insert "and Related Public Projects"

Comment [YUN17]: Insert "and Related Public Projects"

c. **Funding and Budgeting.** The Project Committee shall be responsible for the preparation of an annual budget or budgets related to the operation of completed projects and other Committee activities, which budgets shall be presented annually to the City and the County Commissions at a joint meeting held for that purpose by July of each year for approval. The budget or budgets must be approved by a majority vote of each commission at such joint meeting.

Comment [AT18]: Left "annually" in place even though it is implied

Comment [YUN19]: Insert "the"

Comment [AT20]: Left July 1 instead of amending to December 31st as long as we all understand that budget adjustments may need to be made at the end of the year due to the nature of the project budgets

Comment [AT21]: Removed majority vote suggestion

The Project Committee shall review and recommend to the County and City Commissions at a joint meeting held for that purpose the expenditures of sales tax revenues to be used for the improvement, expansion, acquisition, construction and funding of the Projects and other Related Public Projects as defined herein. Once construction and operational budgets for a Project(s) have been jointly approved, the actual expenditures of sales tax revenues or the obligation of such funds shall be by action of the City Commission.

Comment [AT22]: Capitalized for legal emphasis

Comment [AT23]: Removed majority vote suggestion

6. **Collection and Distribution of Sales Tax Revenues.** The parties agree that all sales tax revenues collected in accordance with the voter approved City and County retailers' sales tax shall be committed exclusively to the acquisition, construction, completion, and operation of the Projects and Related Public Projects, except those portions of said sales tax designated for distribution to the cities of Bucklin, Ford and Spearville. The City shall establish

Comment [AT24]: Capitalized for legal emphasis

a separate fund into which all sales tax revenue shall be deposited and accounted for. All City sales tax revenues shall be deposited in such separate fund which fund shall be referred to as the Sales Tax Project Fund. The County agrees that upon receipt of the County's sales tax revenues, that portion of such funds designated to Ford County and the City of Dodge City shall be immediately transferred to the Sales Tax Project Fund. Those portions of such revenues designated for the cities of Bucklin, Ford, and Spearville shall be distributed to those respective entities.

Comment [AT25]: Removed the idea of having the County's \$300,000 retained by the County. Not able to do this due to issues regarding bonding.

The Sales Tax Project Fund shall be subject to annual audit and, in addition, a quarterly financial report shall be made showing income and expenditures from such fund which report will be provided to the City and County Commissions and the Project Committee by the City director of finance. Funds in the Sales Tax Project Fund may be invested in accordance with the laws of the State of Kansas and any interest earned from such investments shall be deposited in such Fund.

7. Action by City and County Commissions. Either the County and/or City Commissions may initiate proposals for expenditures from the Sales Tax Project Fund. Any such proposals initiated by majority vote of either the County or City Commissions shall be referred to the Project Committee prior to final action on the expenditure or commitment of Sales Tax Funds for review, planning, coordination and recommendations and must be approved by ~~majority vote of the Project Committee and a majority vote of the other commission.~~

Comment [AT26]: Removed the addition of "for new Related Public Projects" which was inserted for clarification purposes.

8. Organizational Funding. On or before ~~February 1~~ of each calendar year, the Project Committee shall recommend, subject to the approval ~~of the City and the County Commissions~~ at a joint meeting held for that purpose, an amount equal to ~~not more than 15%~~ of the previous calendar year's sales tax revenue collections to be allocated to a special

Comment [AT27]: Clarifies that the Project Committee needs to approve suggested proposal from either Commission.

Comment [YUN28]: Delete "majority vote of the Project Committee and".

Comment [AT29]: Removed majority vote suggestion.

Comment [AT30]: Removed December suggestion.

Comment [YUN31]: Insert the

Comment [AT32]: Removed majority vote suggestion.

Comment [AT33]: Left the 15% standard in place.

"Organization Funding Account", which account shall be used only for the funding of organizational requests. Any remaining balances in the account shall carry forward from year to year.

~~Each budget year and prior to the consideration of any organization funding requests, the Project Committee shall recommend an amount not to exceed a total of \$600,000 for funding of costs and expenses of the County owned Expo Center and City owned Santa Fe Depot and other Master Tourism Plan implementation projects, which total amount so recommended shall be allocated one-half to the County and one-half to the City.~~

Comment [AT34]: Cluj & Ed. make sure to note the addition of the "Master Tourism Plan implementation projects".

Comment [YUN35]: Delete this paragraph.

The County, for the benefit of the Western State Bank Expo Center, and the City, for the benefit of the Santa Fe Depot, shall each receive one-half of the first \$600,000 allocated for organizational funding each budget year. This allocation shall be fully satisfied before any other organizational funding is awarded.

Comment [YUN36]: Insert new paragraph.

Comment [AT37]: Removed specifically identifying the Expo. Should be okay with Expo and Depot qualifying based on changes to 40.

~~In addition, any Kansas not-for-profit, tax exempt corporation, organization or agency ("organization") with its principal offices located in Ford County, Kansas, the principal function of which is to promote and/or preserve the western heritage of Dodge City and Ford County; the promotion of tourism; attracting visitors and conventions to the area through the construction and/or maintenance of public facilities and/or conducting public activities, may submit an annual request for financial assistance through the use of the remaining balance of sales tax revenues on deposit in the Organization Funding Account.~~

Comment [YUN38]: Insert the

~~Except for the priority funding for the Western State Bank Expo Center and the Santa Fe Depot, all funding requests shall be submitted to the Project Committee in accordance with funding guidelines as established by the Project Committee and approved jointly by the Ford County and Dodge City Commissions, County Commission and the City Commission.~~

Comment [YUN39]: add sentence

Comment [YUN40]: Delete "Ford County and Dodge City Commissions"

Comment [AT41]: Rep. the requirement that the Commissions must jointly approve in accordance with existing agreement.

Comment [YUN42]: Insert "County Commission and the City Commission"

All funding requests shall be studied and reviewed by the Project Committee which may enlist the assistance of special subcommittees appointed by the Project Committee. All such annual requests shall be ranked in order of priority for funding based on the approved guidelines by the Project Committee.

On or before March 1, of each calendar year the Project Committee shall select and recommend to the City and County Commissions at a joint meeting held for that purpose the agency or agencies to receive funding from the Organizational Funding Account during the current calendar year, if any, and the amount of such funding for the year. Total funding awarded in any one year can not exceed the total of funds on deposit in the "Organizational Funding Account". The Project Committee recommendations shall provide for the terms and conditions pursuant to which such funding shall be made and shall establish any accounting and reporting requirements related to such funding.

Upon receipt of the Project Committee recommendations the City and County Commissions shall meet in joint session (or sessions) to review the recommendations and shall by majority vote of each commission either (1) Approve the Project Committee recommendations as presented, or (2) Establish a different funding priority and/or amount of funding for the agencies recommended by the Project Committee, or (3) Deny all such funding recommendations.

9. **Expenditures from Sales Tax Project Fund.** Except for expenditures initiated by the City and/or County Commissions as provided for in paragraph seven above, all All budgeted for expenditures from the Sales Tax Project Fund shall be subject to the approval of the City Commission. All expenditures shall be reasonably related to the Projects and activities of

**Comment [AT43]:** Ed: when we worked on this we left this language out but after proofing, I think it needs to be in there. If we take it out, City would only recommend the entities that should receive funds. I think CFAB still needs to recommend the amount. Thoughts?

**Comment [AT44]:** Removed the "within 15 days" requirement. As it may not be practical to make that deadline.

**Comment [AT45]:** Corrected "Committee" spelling.

**Comment [AT46]:** Clarification.

**Comment [AT47]:** Removed majority vote suggestion.

**Comment [AT48]:** Clarification language.

**Comment [YUN49]:** Delete "Except for expenditures initiated by the City and/or County Commissions as provided for in paragraph seven above, all".

**Comment [YUN50]:** Inter: "All budgeted for".

**Comment [AT51]:** Rejected all proposals in order for the document to reflect existing agreed upon language. (Spoke with Ken regarding this issue and he said that he and Glenn had visited and agreed that removing the language "Except for expenditures initiated by the City and/or County Commissions as provided for in paragraph seven above, a" simply cleaned up the document and better defined the process.

If we removed the language and added back in "All budgeted for" expenditures, should help clean it up and assure the County is aware of expenses and allow projects initiated by either Commission to simply follow the process in 7 above.

Something to think about: I would be happy to call Glenn and discuss further, if you would like.

the Project Committee and may include, but are not necessarily limited to the payment of professional consultant fees, planning and design fees, architect fees, attorney fees, accounting fees, cost of acquisition of real estate, fixtures, equipment and supplies, construction costs, operational expenses, reimbursement to the City and County for use of City and County staff, supplies and equipment, the pledging and expenditure of such funds to support bonding of the Projects, the repayment of no fund warrants, and for other expenditures reasonably associated with the Projects and the Project Committee's functions. Upon the recommendation of the Project Committee, the City is hereby authorized to issue bonds for the acquisition and construction of the Projects ~~and Related Public Projects~~ and to pledge the Sales Tax Project Fund as security for said bonds.

Comment [AT52]: Utilizes term "Related Public Projects"

10. **Project Committee Reports.** The Project Committee will report ~~quarterly if needed, but not~~ less than annually, to the City and County Commissions concerning the status of the Projects ~~Related Public Projects~~ and other Committee activities.

Comment [AT53]: Removed suggestion to insert "annually" instead of "quarterly" in an effort to reflect 2005 Agreement. However, inserted language to meet annually if it is not necessary to meet quarterly.

11. **Ownership Entitled to Real Estate.** All real estate on which the Projects ~~and Related Public Projects~~ are presently located or are to be located shall be owned or acquired by the City and legal title thereto shall vest in the City during the term of this agreement. Any real estate purchased or acquired by the expenditure of sales tax revenues may not be sold, disposed of or used by the City or County for any purpose unrelated to the Projects or Related Public Projects without the prior consent of the other Commission, which consent shall not be unreasonably withheld. In the event of the termination of this agreement, ownership and legal title to all real estate and improvements thereto acquired after July 21, 1997, with sales tax revenues by the City shall at the time of such termination revert to joint ownership between the City and County.

Comment [YUN54]: Insert comma

Comment [YUN55]: Insert "Related Public Project"

Comment [AT56]: Utilizes term "Related Public Project"

Comment [YUN57]: Insert "or Related Public Projects"

Comment [AT58]: Clean up language.

12. **Administration and Operation of Projects.** The City, with the assistance of the County, shall be responsible for the administration and operation of the Projects and Related Public Projects based upon the advise, counsel and recommendations of the Project Committee. A reasonable administrative fee as agreed to by the City and the County Commissions shall be paid to the City and the County for the administration and operation of the Projects. The administrative fee shall be included in the operating budget and determined by the City and the County Commissions as a part of the annual budget process.

Comment [YUN59]: Insert: with the assistance of the County.

Comment [AT60]: Utilizes term "Related Public Project".

Comment [YUN61]: Insert: the.

Comment [AT62]: Rejected proposal in order to reflect existing language.

Comment [YUN63]: Insert: County.

Comment [YUN64]: Insert: and the.

Comment [YUN65]: Insert: the.

Comment [AT66]: Rejected proposal in order to reflect existing language.

13. **Duration.** The duration of this Interlocal Agreement shall be perpetual. This agreement shall be reviewed at least every other year or at the request of either the City or County Commissions. The review shall be made by a standing committee appointed by each governing body. This agreement may be amended or terminated only by resolutions duly adopted by both the City and County Commissions.

Comment [AT67]: Reject suggestion to leave review of the agreement "upon request", again reflects 2003 agreement.

Comment [AT68]: Removed suggested majority vote proposal.

14. **Binding Effect.** This agreement shall be binding upon and extend to the benefit of the parties hereto and their respective successors and assigns.

15. **Applicable Law.** This agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

16. **Venue.** It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this agreement, or of any breach of this agreement, venue of the action concerning such dispute shall be in the District Court of Ford County, Kansas.

Comment [AT69]: Removed suggested majority vote proposal so it is bracket if not necessary.

17. **Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are

hereby declared to be severable and should be presumed to have been agreed upon knowing that the various provisions of this agreement are severable.

18. **Effective Date.** This agreement ~~and any amendment to this agreement~~ shall take effect upon its approval by the attorney general of the State of Kansas and recorded in the office of the register of deeds of Ford County, Kansas and in the office of the Secretary of State of the State of Kansas.

Comment [AT65]: Cleanup language

19. **Prior Agreements.** This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior amendments, negotiations, and discussions concerning any matter contained herein.

20. **Approval and Authorization.** Each party warrants and represents by the execution of this agreement that said agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this agreement by such party has been authorized by resolution duly adopted by its governing body, and that this agreement constitutes a legal, valid and binding obligation of such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and made effective as of the day and year set out below.

Ford County, Kansas  
By the Board of County Commissioners  
of Ford County, Kansas

\_\_\_\_\_  
Chris Boys, Chairman

\_\_\_\_\_  
Danny Gillum, Commissioner

\_\_\_\_\_  
Shawn Tasset, Commissioner

Approved by Ford County, Kansas, this \_\_\_\_ day of February \_\_\_\_\_, 2014

\_\_\_\_\_  
Sharon Seibel, Ford County Clerk

The City of Dodge City, Kansas, By

\_\_\_\_\_  
E. Kent Smoll, Mayor

| Approved by the City of Dodge City, Kansas, this \_\_\_\_ day of February \_\_\_\_\_, 2014.

\_\_\_\_\_  
Nannette Pogue, City Clerk

Approved by the Attorney General of the State of Kansas on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_